CHAPTER clv.

An Act for incorporating and conferring powers on the Carnforth District Waterworks Company. A.D. 1877.

[2d August 1877.]

WHEREAS the townships and places in the county of Lancaster herein-after in this Act mentioned are imperfectly supplied with water:

And whereas the persons herein-after in that behalf named, with others, are willing to provide a better supply of water to those townships and places if incorporated into a company with the necessary powers for that purpose, and it is expedient that they be incorporated accordingly, and be empowered to make and maintain the works herein-after described:

And whereas plans and sections showing the situation and levels of the works by this Act authorised, and also a book of reference containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act, were duly deposited with the clerk of the peace for the county of Lancaster, and are in this Act respectively referred to as the deposited plans, sections, and book of reference:

And whereas the purposes of this Act cannot be effected without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows; (that is to say,)

1. This Act may be cited as "The Carnforth District Waterworks Act, 1877." Short title.

2. "The Companies Clauses Consolidation Act, 1845," Parts I. and III. of "The Companies Clauses Act, 1863," "The Companies Certain provisions of general Acts

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herein named incorporated.

Clauses Act, 1869," "The Lands Clauses Consolidation Acts, 1845, 1860, and 1869," and "The Waterworks Clauses Acts, 1847 and 1863," and the provisions of "The Railways Clauses Consolidation Act, 1845," with respect to the crossing of roads and other interference therewith, and with respect to the temporary occupation of lands near the railway during the construction thereof, are (except where expressly varied by this Act) incorporated with and form part of this Act; and the said provisions of the Railways Clauses Consolidation Act shall apply only to the construction of the reservoir and the works immediately connected therewith by this Act authorised, and shall for the purposes of this Act be read as if the waterworks were therein mentioned instead of the railway, and, as regards the reservoir, as if the limits of deviation were therein mentioned instead of the centre of the railway, and the prescribed limits shall be one hundred yards from the reservoir.

Interpretation of terms.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction; the expression "the Company" means the Company incorporated by this Act; the expressions "the waterworks" and "the undertaking" mean respectively the waterworks and the undertaking by this Act authorised; and for the purposes of this Act the expression "court of competent jurisdiction," or any other like expression in this Act or any Act incorporated herewith, shall be read and have effect as if the debt or demand with respect to which the expression is used were a common simple contract debt, and not a debt or demand created by statute; and the expression "superior courts" shall include county courts in all cases where the amount of the debt or demand is within the jurisdiction for the time being of county courts.

Limits of Act for supply of water.

4. The limits of this Act shall be the townships of Carnforth and Warton with Lindeth, in the parish of Warton, and the township of Over Kellet, in the parish of Bolton-le-Sands, all in the county of Lancaster.

Company incorporated.

5. Edward Barton, Robert Jackson, John Hartley, and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking, and their executors, administrators, successors, and assigns respectively, shall be and are hereby united into a company for the purpose of making and maintaining the waterworks and supplying water within the limits of this Act, and for other the purposes of this Act,

and for those purposes shall be and are hereby incorporated by the name of "The Carnforth District Waterworks Company," and by that name shall be a body corporate, with perpetual succession and with a common seal, and with power to purchase, take, hold, and dispose of lands and other property for the purposes of this Act.

Capital.

6. The capital of the Company shall be fifteen thousand pounds in one thousand five hundred shares of ten pounds each.

Shares not to issue until one fifth paid up.

7. The Company shall not issue any share created under the authority of this Act, nor shall any such share vest in the person or corporation accepting the same, unless and until a sum not less than one fifth of the amount of such share is paid in respect thereof.

Calls.

8. One fifth of the amount of a share shall be the greatest amount of a call, and three months at least shall be the interval between successive calls, and three fourths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Receipts in case of persons not sui juris.

9. If any money is payable to a shareholder being a minor, idiot, or lunatic, the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Power to borrow on mortgage.

10. The Company may from time to time borrow on mortgage any sums not exceeding in the whole three thousand seven hundred and fifty pounds, but no part thereof shall be borrowed until the whole capital of fifteen thousand pounds is issued and accepted, and one half thereof is paid up, and the Company have proved to the justice who is to certify under the fortieth section of "The Companies Clauses Consolidation Act, 1845," (before he so certifies,) that the whole of such capital has been issued and accepted, and that one half thereof has been paid up, and that not less than one-fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and that such capital was issued bonâ fide, and is held by the persons or corporations to whom the same was issued, or their executors, administrators, successors, or assigns, and that such persons or corporations, their executors, administrators, successors, or assigns, are legally liable for the same; and upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which shall be sufficient evidence thereof.

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As to conversion of borrowed money into capital.

11. The Company shall not have power to raise the money by this Act authorised to be borrowed on mortgage, or any part thereof, by the creation of shares or stock instead of borrowing, or to convert into capital the amount borrowed under the provisions of this Act, unless in either case all dividends upon the shares or stock are limited to a rate not exceeding five pounds per centum per annum.

For appointment of a receiver.

12. The mortgagees of the Company may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal, the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than three hundred and seventy-five pounds in the whole.

Debenture stock.

13. The Company may create and issue debenture stock, subject to the provisions of Part III. of "The Companies Clauses Act, 1863;" but, notwithstanding anything therein contained, the interest of all debenture stock at any time created and issued by the Company shall rank pari passu with the interest of all mortgages at any time granted by the Company, and shall have priority over all principal moneys secured by such mortgages.

Priority of mortgages and debenture stock over other debts, &c.

14. All moneys raised by the Company on mortgage or debenture stock under this Act shall have priority against the Company, and the property from time to time of the Company, over all other claims on account of any debts incurred or engagements entered into by them after the passing of this Act: Provided that this priority shall not affect any claim against the Company or their property in respect of any rentcharge to be granted by them in pursuance of "The Lands Clauses Consolidation Act, 1845," or "The Lands Clauses Consolidation Acts Amendment Act, 1860," or in respect of any rent or sum reserved by or payable under any lease to be granted or made to the Company in pursuance of any Act relating to the Company which is entitled to rank in priority to or pari passu with the interest or dividends on their mortgages and debenture stock; nor shall anything in this section contained affect any claim for land taken, used, or occupied by the Company for the purposes of the waterworks, or injuriously affected by the construction thereof, or by the exercise of any powers conferred on the Company.

Application of moneys.

15. All moneys raised under this Act, whether by shares, debenture stock, or borrowing, shall be applied for the purposes of this Act only.

First ordinary meeting.

16. The first ordinary meeting of the Company shall be held within six months after the passing of this Act.

Number of directors.

17. The number of directors shall be six, but the Company may from time to time reduce the number, provided that the number be never less than three.

Qualification of directors.

18. The qualification of a director shall be the possession in his own right of not less than twenty shares.

Quorum.

19. The quorum of a meeting of directors, so long as the number of directors be four or more, shall be three, but if the number of directors be reduced to three the quorum shall be two.

First directors.

Election of directors.

20. Edward Barton, Robert Jackson, John Hartley, Robert Stainton, John Hall, and John Galloway shall be the first directors of the Company, and shall continue in office until the first ordinary meeting held after the passing of this Act. At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act, or any of them, or may elect a new body of directors, or directors to supply the place of those not continued in office, the directors appointed by this Act being, if qualified, eligible for re-election; and at the first ordinary meeting to be held in every year after the first ordinary meeting, the shareholders present in person or by proxy shall, subject to the power herein-before contained for reducing the number of directors, elect persons to supply the places of the directors then retiring from office, agreeably to the provisions of "The Companies Clauses Consolidation Act, 1845;" and the several persons elected at any such meeting, being neither removed nor disqualified, nor having died or resigned, shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Power to make waterworks, and to take lands, &c.

21. Subject to the provisions of this Act, the Company may make and maintain, in the lines and situations and according to the levels shown on the deposited plans and sections, the waterworks herein-after described, with all proper embankments, works, and conveniences connected therewith, and may enter upon, take, and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for that purpose, and may collect, take, and divert into the said waterworks, and therein impound and thence distribute, the waters of any springs and streams intercepted by the works as shown on the deposited plans.

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The waterworks herein-before referred to and authorised by this Act are—

(1.) A reservoir (to be called Pedder Pots Reservoir) to be situate on Swarth Beck, and to be formed by an embankment to be constructed across the said beck at a point eight hundred and thirty yards from Swarth Beck Bridge:

(2.) An aqueduct, conduit, or line of pipes to commence in the embankment of Pedder Pots Reservoir, and terminate in the public road leading from Carnforth to Warton opposite Warton Church.

Works crossing Lancaster and Carlisle Railway and Lancaster Canal (north end).

22. The said conduit, aqueduct, or line of pipes, where the same will cross the Lancaster and Carlisle Railway, shall be carried under that railway, and also the platforms and approaches to the Carnforth Station thereon, by mains or pipes, which for the entire length of such crossing, and for fifteen feet on each side of such railway and platforms and approaches at such crossing, shall be of such materials, dimensions, quality, and thickness as the principal engineer of the London and North-western Railway Company (lessees of the Lancaster and Carlisle Railway) shall in writing reasonably approve; and such mains or pipes shall be so carried thereunder by means of a walled passage or culvert of sufficient height and width to admit of the same being examined to ascertain the condition and state of repair, and to effect the repairs and renewals thereof, and according to plans to be previously so approved; and where the said conduit, aqueduct, or line of pipes shall cross the Lancaster Canal (north end) it shall be laid over the bridge across that canal in such manner, and shall be of such materials, dimensions, quality, and thickness, as shall be so approved by such engineer of that Company (lessees in perpetuity of the said canal (north end); and all such works at such crossings, as also all other mains, pipes, and works laid, constructed, or executed in exercise of the powers contained in this Act, crossing or in any way affecting the said railway or canal, or any of the bridges, towing-paths, or other works thereof respectively, or any lands or property held, used, or occupied for the purposes thereof respectively, and all maintenance, repairs, and renewals thereof respectively, shall be done and executed by the Company to the reasonable satisfaction in all respects and under the superintendence of such engineer, and in all things at the expense of the Company; and when any such works, maintenance, repairs, and renewals are commenced they shall be executed and completed with all due despatch, and shall be so constructed, executed, and maintained that the said railway and canal,

or any of the works thereof respectively, shall not be injured, nor the traffic upon the railway or the canal in any way impeded.

Maintenance of such works.

23. In case the Company shall not at all times so duly maintain and keep repaired and renewed the said mains or pipes, walled passage, culvert, and works at such crossings of the said Lancaster and Carlisle Railway as aforesaid and the said canal, or in case of any accident happening to, or defect appearing in, or there being any leakage from, or bursting of, such mains or pipes at or near such crossings, the London and North-western Railway Company (but, as to the crossing of the Lancaster and Carlisle Railway and its said works, during the lease to them of the undertaking of the Lancaster and Carlisle Railway Company, and thereafter the last-named Company) may effect such maintenance and repairs and renewals, and all works necessary to stop such leakage and bursting, and recover from the Company the amount of their expenditure in that behalf, with full costs, in any court of competent jurisdiction; and if by reason of or of the failure of any works, operations, or proceedings of the Company, or any of their contractors, or the agents, servants, or workmen of the Company, or of their contractors, the said railway and canal, or any of the works thereof respectively, shall be injured, the Company shall forthwith make good the same, or in case they shall make default in that behalf, then the London and North-western Railway Company (but as to the said railway and the works thereof during such lease, and thereafter the Lancaster and Carlisle Railway Company) may make good the same, and recover as aforesaid from the Company the amount of their expenditures in that behalf, with full costs; and if any interruption shall be occasioned to the traffic on the said railway and canal respectively by reason of or of the failure of any works, operations, or proceedings of the Company, or any of their contractors, or the agents, servants, or workmen as aforesaid, the Company shall pay to the London and North-western Railway Company (but as regards the traffic on the said railway during the said lease, and thereafter to the Lancaster and Carlisle Railway Company) all costs and expenses to which they may be put, as also compensation for all loss and inconvenience to be sustained by them by reason of any such interruption, such costs, expenses, and compensation to be recovered as aforesaid with full costs.

Limiting compulsory purchase powers affecting Lancaster

24. The Company shall not, without the consent in writing of the London and North-western Railway Company, as to any lands, property, or works at any time belonging to the Lancaster and Carlisle Railway Company, and leased to them, during such lease, and thereafter of the Lancaster and Carlisle Railway Company,

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and Carlisle Railway and Lancaster Canal.

under their respective common seals, and as to any lands, property, or works at any time forming part of the said canal, or held, used, or occupied for the purposes thereof, without the like consent of the London and North-western Railway Company, purchase, take, enter upon, or use, temporarily or permanently, any such lands, property, or works, or any estate, right, easement, privilege, or authority in, over, or upon the same respectively, or alter, vary, or interfere with the Lancaster and Carlisle Railway or the said canal (north end), or any of the respective works thereof or thereto appertaining; except that the Company may purchase, and those Companies may and shall sell and grant to the Company, such easement as may be necessary for carrying the said conduit, aqueduct, or line of pipes under that railway and over that canal according to the provisions herein-before prescribed, and for maintaining, repairing, and renewing the same, and the works thereof, at such crossings; and the Company may enter upon and use such lands, property, and works accordingly.

Saving rights.

25. Nothing in this Act contained shall prejudice, diminish, alter, or take away any of the rights, privileges, or powers of the London and North-western and the Lancaster and Carlisle Railway Companies, or either of them, otherwise than is herein expressly provided.

Provisions for the protection of Furness Railway Company and of the Furness and Midland Joint Committee.

26. The Company shall, prior to commencing any works by this Act authorised upon, under, or over, or within twenty-five feet of the railway, lands, or works of the Furness Railway Company, or upon, under, or over, or within twenty-five feet of the railway, lands, or works of the Furness and Midland Railway Joint Committee, deliver to the principal engineer for the time being of the said Furness Railway Company or of the said joint committee, as the case may require, plans and drawings of the works proposed to be so executed, with specifications in writing describing the proposed manner of executing the same; and if within twenty-one days after such delivery the said engineer signifies to the Company, in writing under his hand, either his approval of such plans, drawings, and specifications, or his approval thereof subject to and conditionally upon making of variations therein which he specifies and which the Company agree to, then the said works may be executed accordingly, and the execution thereof, if required by the Furness Railway Company or the said joint committee, shall be under the superintendence and to the reasonable satisfaction of such principal engineer for the time being, and not in any other manner, except with his consent in writing; but if within the said

twenty-one days such principal engineer signifies to the Company as aforesaid only such conditional approval as aforesaid, and the said Company do not agree to the variations which he specifies, or if he so signifies to the Company his simple disapproval of the said plans and drawings and specifications, a dispute or difference shall be deemed to have arisen between the Company and the Furness Railway Company, or between the Company and the said joint committee, as the case may be, touching the manner in which the said works ought to be executed, and shall be determined by arbitration in manner herein-after mentioned: Provided always, that in case such principal engineer does not, within the said twenty-one days, so signify to the Company his approval (absolute or conditional as aforesaid) or his simple disapproval of the said plans, drawings, and specifications, the Company may, after the said twenty-one days, execute the said works according to the said plans, drawings, and specifications.

Powers of Company limited as regards interference with the Furness Railway and the Furness and Midland Railway, and provisions as to repairs, &c.

27. Provided always, that it shall not be lawful for the Company, without the consent in writing of the Furness Railway Company, or of the Furness and Midland Railway Joint Committee, as the case may be, to acquire any right or property in any of the lands or works of the Furness Railway Company or of the said joint committee, or other than the right, subject to the provisions of this Act, of executing the several works necessary and proper for constructing and maintaining the works by this Act authorised over, upon, through, or under the lands or works of the Furness Railway Company or of the said joint committee, as the case may be, and for repairing the same works; and all such repairs shall from time to time be done under the superintendence and to the reasonable satisfaction of the principal engineer for the time being of the said railway company or of the said joint committee, as the case may require; and that the Company shall, on demand, pay to the said Furness Railway Company or to the said joint committee, as the case may be, all expenses reasonably and fairly occasioned to or incurred by the Furness Railway Company or by the said joint committee for or by reason of the construction and maintenance or repair of all or any of the works of the Company upon, over, under, or across the railway, lands, or works of the Furness Railway Company or of the said joint committee, or for or by reason of the superintendence by the engineer of the Furness Railway Company or of the said joint committee of the construction, maintenance, and repair of the same works.

Not to take the lands of the Furness

28. Provided always, that nothing contained in this Act or in any Act incorporated therewith shall authorise the Company to

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Railway Company or of the Furness and Midland Joint Committee without consent.

take or enter upon any of the lands or grounds belonging to the Furness Railway Company, or of the Furness and Midland Railway Joint Committee, or alter, vary, or interfere with the railway of the Furness Railway Company or of the said joint committee, or any of the works belonging to such railways respectively, further or otherwise than is by this Act expressly authorised, without the consent in writing of the said Furness Railway Company, or of the said Furness and Midland Railway Joint Committee, as the case may require, in every instance for that purpose obtained.

In case of injury to Furness Railway or to Furness and Midland Railway.

29. If by reason of the construction of any works by this Act authorised, or the failure of any such works, the railway, property, or works of the Furness Railway Company, or of the Furness and Midland Railway Joint Committee, shall be injured or damaged, such injury or damage shall be forthwith made good by the Company, at their own expense, or in the event of their failing to do so, then the Furness Railway Company or the said joint committee, as the case may be, may make good the same, and recover the expense thereof, with full costs, against the Company, in any court of competent jurisdiction.

Penalty in case of interruption of traffic on railways of the Furness Railway Company or of the Furness and Midland Railway Joint Committee.

30. If by reason of the construction or the repair or any want of due and proper repair or maintenance by the Company of any of the works hereby authorised to be made upon, over, or under the lands or works of the Furness Railway Company, or upon, under, or over the lands or works of the Furness and Midland Joint Committee, any interruption shall at any time be occasioned to the traffic passing on the railways of the Furness Railway Company or of the said joint committee, the Company shall, on demand, pay to the Furness Railway Company or to the said joint committee, as the case may require, all costs and expenses to which they may be put, as well as full compensation for the loss sustained by them, by reason of any such interruption; such costs, expenses, and compensation to be recovered, with full costs of suit, by the Furness Railway Company or by the said joint committee, as the case may be, from the Company in any court of competent jurisdiction.

Appointment of arbitrator.

31. All disputes and differences which from time to time shall arise between the Furness Railway Company or the Furness and Midland Railway Joint Committee and the Company touching the execution by the Company of the powers of this Act, or as to whether any work has been properly executed, or whether anything, and if anything what is payable by the Company to the Furness Railway Company or to the said joint committee in respect of any loss, costs, damages, expenses, or compensation claimed by the

Furness Railway Company or by the said joint committee against the Company, or otherwise touching any provisions of this Act relative to that company, shall be referred to arbitration in manner provided by "The Railway Companies Arbitration Act, 1859;" and for the purposes of any such arbitration the expression "railway company" in that Act is hereby extended to and includes the company.

Saving rights of the Furness Railway Company and of the Furness and Midland Railway Joint Committee.

32. Except as in this Act is expressly provided, nothing in this Act contained shall extend or be construed to prejudice, diminish, alter, or take away any of the rights, powers, or authorities of or belonging to or vested in the Furness Railway Company, or of or belonging to or vested in the joint committee of the Furness and Midland Railway Companies.

33. With respect to the Post Office telegraph system the following provisions shall take effect:

Restriction on works affecting Post Office telegraph system.

(A.) The Company shall not by any work or thing interfere with any telegraph post, wire, tube, apparatus, or work of Her Majesty's Postmaster General, or execute or do any work or thing causing or likely to cause any interruption of or impediment to postal telegraphic communication, unless and until the Company have given to the Postmaster General one calendar month's previous notice in writing of their intention to execute or do the proposed work or thing, specifying all necessary and proper particulars relating thereto, and unless and until the Postmaster General has approved of the proposed work or thing by writing delivered to the Company, or has failed to approve or to disapprove of the same for one calendar month after service of such notice and particulars on him: Provided always, that this section shall not be deemed to prevent the Company executing any repairs or other works or things which shall be necessary to prevent accidents, and in any such case the Company shall forthwith give notice to the Postmaster General of any such interference, and the reason for the same:

Power for Postmaster General to annex conditions.

(B.) Her Majesty's Postmaster General may annex to his approval under this Act of any work or thing such reasonable terms and conditions as to the time and mode of execution of any such work or thing as he thinks fit, and the Company shall observe and perform the same:

Power of entry for Postmaster General.

(C.) The engineer and other officers and servants and workmen of Her Majesty's Postmaster General may at and for all reasonable times enter on and into and remain on any of the lands

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and works of the Company for the purpose of examining, repairing, altering, or removing any telegraph post, wire, tube, apparatus, or work the property of the Postmaster General being thereon:

Compensation by Company to Postmaster General, and penalty.

(D.) The Company shall from time to time make full compensation to Her Majesty's Postmaster General for any expense, loss, or damage which he is put to or sustains by reason of the Company by any work or thing executed or done by them interfering with any telegraph post, wire, tube, apparatus, or work of the Postmaster General; and if at any time any such work or thing causes an interruption of or impediment to postal telegraphic communication, the Company shall, in addition to making compensation as aforesaid, be liable to forfeit a sum not exceeding twenty pounds for every twenty-four hours during which that interruption or impediment continues; and the amount of any such expense, loss, damage, or forfeiture shall be a debt due from the Company to the Crown, and be recoverable accordingly with costs, or the same may be recovered with costs on behalf of the Postmaster General as a penalty is recoverable from the Company:

Provisions to remain in force for one year and to the end of the then next session of Parliament.

(E.) Inasmuch as it is contemplated to introduce a general measure for the better protection of the national telegraphs, and to enlarge the powers of the Postmaster General in relation thereto, this section shall only remain in force for one year from the date of the passing of this Act, and to the end of the then next session of Parliament.

Limits of lateral deviation.

34. In the construction of the waterworks authorised by this Act, the Company may deviate laterally from the lines thereof as shown on the deposited plans, to the extent of the limits of lateral deviation shown thereon, and when in any road no such limits are shown the boundaries of such road shall be deemed to be such limits: Provided that the Company shall not, in exercise of the powers of lateral deviation by this Act given, construct any embankment or wall of the reservoir herein-before described of a greater height above the general surface of the ground than that shown on the deposited sections with reference to the embankment or wall thereon delineated, and three feet in addition.

Limits of vertical deviation.

35. In the construction of the waterworks authorised by this Act, the Company may deviate vertically from the levels shown on the deposited sections to any extent not exceeding three feet with respect to reservoirs, and to any extent not exceeding five feet with respect to other works.

Power to purchase lands by agreement.

36. The Company may from time to time for the purpose of their undertaking purchase, take, and hold, (by agreement, but not otherwise,) in addition to the lands delineated on the deposited plans, any lands and hereditaments not exceeding in the whole three acres.

Power for compulsory purchases limited.

37. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Period for completion of works.

38. If the works by this Act authorised are not completed within three years from the passing of this Act, then on the expiration of that period the powers by this Act granted to the Company for executing any work not so completed, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed; but nothing in this section shall restrict the Company from extending, enlarging, altering, or removing any of their aqueducts, mains, pipes, works, and conveniences, or increasing or improving their supply of water, from time to time whenever they find it requisite.

Power to take easements, &c. by agreement.

39. Persons empowered by "The Lands Clauses Consolidation Act, 1845," to sell and convey or release lands may, if they think fit, subject to the provisions of that Act, and of "The Lands Clauses Consolidation Acts Amendment Act, 1860," and of this Act, grant to the Company any easement, right, or privilege, not being an easement of water, required for the purposes of this Act, in, over, or affecting any such lands; and the provisions of the said Acts with respect to lands and rentcharges, so far as the same are applicable in this behalf, shall extend and apply to such grants and to such easements, rights, and privileges as aforesaid respectively.

Supply of water under pressure.

40. The Company shall not be compelled to carry water to a higher level than can be reached by the pressure afforded by their reservoir herein-before described.

Contracts between Company and public bodies for supply of water.

41. The Company may from time to time enter into agreements with any local board, sanitary authority, commissioners, corporations, or other public or local bodies for the supply by the Company of water to or for those bodies respectively, in bulk or otherwise, for any purpose whatsoever, within the limits of this Act, for such times and for such remuneration, and on such terms and conditions as the Company think fit.

Supply of water beyond

42. With respect to the supply of water by the Company to places beyond the limits of this Act, and for sanitary purposes

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limits and for sanitary purposes.

within and beyond those limits, the following provisions shall have effect:

(1.) The Company may from time to time, on terms mutually agreed on, supply water, in bulk or otherwise, for the domestic or other purposes of any township immediately adjoining the limits of this Act:

(2.) The Company shall, if and whenever required by the sanitary or other local authority of any such township, supply water in bulk to such authority for the domestic purposes of such township:

(3.) The Company shall, if and whenever required by the sanitary or other local authority of any place within the limits of this Act, or any such township as aforesaid, supply water in bulk to such authority for flushing sewers and drains, watering roads, and other public or sanitary purposes of such place or township:

(4.) All water supplied to any sanitary or local authority under this section shall be taken by means of a pipe from such part of the Company's mains as may be most convenient, and may be approved by the Company, with a proper meter for ascertaining the quantity which may be taken. The size, form, materials, and construction of such pipe and meter shall be such as may be approved by the Company, and the meter shall be fixed and regulated, and the junction with the mains shall be made and repaired, from time to time by the Company. The reasonable expense from time to time of providing, laying, repairing, and renewing the meter, and of making or repairing the junctions, shall be repaid to the Company by the authority. The authority shall pay to the Company for all water taken the rates for the time being charged to the largest consumers of water by meter within the limits of this Act, but not exceeding the rate of sixpence per one thousand gallons:

(5.) No water shall be supplied under this section so as to prejudice a full supply to the inhabitants within the limits of this Act:

(6.) Nothing in this section shall prejudice any existing parliamentary powers, or any application by any other company or sanitary authority for parliamentary powers, to supply with water any townships adjoining the limits of this Act; and if such powers exist or be granted the Company shall, if required by such other company or sanitary authority, sell to them all the mains, pipes, and other works of the

Company within such townships at a price to be fixed, in default of agreement, by arbitration under the provisions of the Lands Clauses Acts.

Rates for supply of water for domestic purposes.

43. The Company shall, at the request of every person entitled to demand a supply of water, furnish to the occupier of every dwelling-house or part of a dwelling-house to which the request relates a sufficient supply of wholesome water for the domestic purposes (including one watercloset but not any bath) of every such occupier at any rate not exceeding the following rates; (that is to say,)

Where the annual rackrent or value of a house or part of a house does not exceed six pounds, at a rate not exceeding twopence per week:

Where the annual value of a house or part of a house shall exceed six pounds and not exceed thirty pounds, a yearly rate not exceeding seven pounds per centum on such annual value:

Where such annual value shall exceed thirty pounds, a yearly rate not exceeding six pounds per centum on the amount of such annual value:

Provided that all inns and hotels, whether public or private, to which the supply is laid on, and the annual value of which exceeds five pounds, shall be liable to a rate not exceeding seven pounds ten shillings on the amount of such annual value, whether the same exceeds thirty pounds or not.

Rates for waterclosets and baths.

44. The Company may charge in any one year, in respect of one bath supplied with water in or belonging to any private dwelling-house, the sum of ten shillings, and in respect of every watercloset in excess of one, and of every bath in excess of one, the sum of five shillings.

Rates payable quarterly in advance.

45. The rates for a supply of water shall be payable in advance by equal quarterly payments on Lady Day, Midsummer Day, Michaelmas Day, and Christmas Eve in every year.

Water for other than domestic purposes to be supplied by agreement.

46. The Company may supply any person with water for other than domestic purposes within the limits of this Act for such remuneration and on such terms and conditions as are agreed on between the Company and the person desirous of having the supply: Provided always, that the Company shall not supply water for other than domestic purposes so as in any way to interfere with or unduly diminish the supply of water for domestic purposes.

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Power to lay water pipes against buildings.

47. The Company, with the consent of the owner and occupier of any building, may lay any pipe, branch, or any other necessary apparatus from any main or branch pipe into, through, or against such building for the purpose of affording a supply of water to any such building, or of watering any street, road, market place, or public building or place, and may, with the like consent, provide and set up any apparatus necessary for securing to such building, street, road, market place, or public building or place, a proper and complete supply of water, and for measuring and ascertaining the extent of such supply, and may from time to time, with the like consent, repair, replace, alter, discontinue, and remove any such pipe, branch, or apparatus.

For preventing fouling of water.

48. The Company shall not be compellable to supply with water any watercloset or any bath, or the apparatus or pipes connected therewith respectively, unless the same be so constructed and used as to prevent the waste or undue consumption of the water of the Company, and the return of foul air or noisome and impure matter into the mains or pipes belonging to or connected with the mains or pipes of the Company, nor unless such bath shall be so constructed that it will not contain when filled for use more than fifty gallons of water.

For preventing frauds and waste of water.

49. If and whenever any person supplied with water under this Act wilfully does or causes or suffers to be done anything in contravention of any of the provisions of this Act, the Company may recover in any court of competent jurisdiction from every person so offending the amount of all damage sustained by reason thereof; and the remedies of the Company under this enactment shall be in addition to their other remedies in such cases.

Entry on premises to cut off supply in certain cases.

50. In all cases in which the Company are authorised to cut off the pipe or turn off water from any premises, the Company, their agents or workmen, (after giving notice to the owner or occupier as herein-after provided,) may enter into any such premises between the hours of nine in the forenoon and four in the afternoon for the purpose of cutting off any pipe by which the water of the Company shall be supplied to such premises.

Mode of giving notice.

51. The notice to be given previous to such entry shall be in writing, and shall be served in manner following; that is to say,

If the premises intended to be entered be occupied, then by leaving the notice thereat, or by delivering the same to the occupier thereof, twenty-four hours at least previously to such entry:

If the premises be unoccupied, and the owner thereof and his usual place of abode be in England, and be known to the

Company, then by delivering the notice to such owner, or by leaving the same at his usual place of abode, twenty-four hours, or by sending the same by post by registered letter addressed to him at his usual place of abode forty-eight hours at least previously to such entry:

If the premises be unoccupied, and the owner thereof or his usual place of abode be not in England, or be not known to the Company after due inquiry, then by affixing the notice on some conspicuous part of such premises three days at least previously to such entry; and for the purposes of this provision any person receiving the rents of any such premises, either on his own account or as agent or trustee for any other person, or who would so receive the same if such premises were let at a rent, shall be deemed the owner of such premises.

Service pipes.

52. The service pipes to communicate with the mains and pipes of the Company, and the fittings connected therewith, shall be laid, placed, and removed under the superintendence of the Company, and at the expense of the persons requiring or having the supply, and either by the Company or some person approved by the Company.

Power to remove meters and fittings.

53. The Company, by their agents or workmen, after giving forty-eight hours notice in writing to the occupier, or if unoccupied, then to the owner or lessee, of any land, house, or building in which any pipes, mains, meters, or fittings belonging to the Company are laid or fixed, and through or in which the supply of water shall from any cause other than the neglect or default of the Company or their servants be discontinued, may enter such land, house, or building between the hours of nine in the forenoon and four in the afternoon, or, with the authority in writing of a justice, at any other time, and may remove such pipes, mains, meters, or fittings, but repairing all damages caused by such removal; and every such notice shall be served by being delivered to the person for whom it is intended, or left at his usual or last known place of abode, or sent by post addressed to such person, or if such person or his address be not known to the Company, and cannot after due inquiry be found or ascertained, then by being affixed for forty-eight hours to some conspicuous part of such land, house, or building.

Meters not to be connected or disconnected without notice to Company.

54. No person shall connect any meter with any pipe through which any water is supplied by the Company to such meter, or disconnect any meter from such pipe, unless he shall have given to the Company not less than twenty-four hours notice in writing of

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his intention so to do, and obtained their consent in writing; and any person offending against this enactment shall for every such offence be liable to a penalty not exceeding forty shillings.

Repair of meters.

55. Every consumer of water of the Company shall at all times, at his own expense, keep all meters belonging to him whereby any water of the Company is registered in proper order for correctly registering such water, in default whereof the Company may cease to supply water through such meters; and the Company shall, at any time between the hours of nine o'clock in the forenoon and four o'clock in the afternoon, have access to, and be at liberty to take off, remove, test, inspect, and replace, any meter belonging to a consumer, such taking off, removal, testing, and inspection and replacing to be done at the expense of the Company if the meter be found in proper order, but otherwise at the expense of the consumer.

Register of meter to be primâ facie evidence.

56. The register of the meter shall be primâ facie evidence of the quantity of water consumed in respect of which any water rent is charged and sought to be recovered by the Company: Provided always, that if the Company and the consumer differ as to the quantity consumed, such difference may be determined, upon the application of either party, by two justices, who may also order by which of the parties the costs of the proceedings before them shall be paid, and the decision of the justices shall be final and binding on all parties.

Fraudulently injuring meter.

57. Every person who wilfully, fraudulently, or by culpable negligence injures or suffers to be injured any pipes, meters, or fittings belonging to the Company, or alters the index to any meter, or prevents any meter from duly registering the quantity of water supplied, or fraudulently abstracts, consumes, or uses the water of the Company, shall, without prejudice to any other right or remedy for the protection of the Company or the punishment of the offender, for every such offence forfeit and pay to the Company a sum not exceeding five pounds; and the Company may, in addition thereto, recover the amount of any damages by them sustained; and in any case in which any person has wilfully, fraudulently, or by culpable negligence injured or suffered to be injured any pipes, meter, or fittings belonging to the Company, or altered the index to any meter, or prevented any meter from duly registering the quantity of water supplied, the Company may also, until the matter complained of has been remedied, but no longer, discontinue the supply of water to the person so offending (notwithstanding any contract previously existing); and the existence of

artificial means for causing such alteration or prevention, or for abstracting, consuming, or using water of the Company, when such meter shall be under the custody or control of the consumer, shall be primâ facie evidence that such alteration, prevention, abstraction, or consumption, as the case may be, has been fraudulently, knowingly, and wilfully caused by the consumer using such meter.

Power to Company to supply materials, &c.

58. The Company may, if requested by any person supplied or about to be supplied by them with water, furnish to him, and from time to time repair or alter, any such pipes, valves, cocks, cisterns, baths, soil-pans, waterclosets, apparatus, and receptacles as are required or permitted by their regulations, and may provide all materials and do all works necessary or proper in that behalf; and the cost of providing such materials and executing such work shall be paid by the person requiring the same, and shall be recoverable from such person in the same manner as the water rates or rents.

Regulations to be made for preventing waste of water, &c.

59. The Company from time to time, with the approval of the Local Government Board, may make such reasonable regulations as shall be necessary or expedient for the purpose of preventing the waste or misuse of water, and, amongst other things, may prescribe the size, nature, and strength of the pipes, cocks, cisterns, and other apparatus whatsoever to be used, and may prohibit any arrangements, and the use of any pipes, cocks, cisterns, or other apparatus which may tend to such waste or misuse as aforesaid.

Power to sell or let meters.

60. The Company may from time to time sell and dispose of meters, or let meters on hire, and subject to such terms (pecuniary and otherwise) and conditions as the Company think fit.

Incoming tenant not liable for arrears.

61. The Company shall not be entitled to require from the incoming tenant of any property the payment of arrears of water rate or rent or meter rent left unpaid by any former tenant, unless the incoming tenant has undertaken with such former tenant to pay or exonerate him from the payment of such arrears.

Company not bound to supply several houses by one pipe.

62. The Company shall not be bound to supply more than one house by means of the same pipe, but they may, if they think fit, require that a separate pipe be laid into each house supplied by them with water.

Recovery of sums due.

63. If any person fails to pay any water rent, meter rent, rate, damages, costs, expenses, or other sums due to or recoverable by the Company under this Act, then, if the amount thereof is not bonâ fide disputed, the same may be levied by distress (the person in default being first duly summoned), and any justice may issue

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his warrant accordingly, and the remedies of the Company under this section shall be in addition to their other remedies for recovery of any such rent, rate, damages, costs, expenses, or other sum.

Notice of discontinuance.

64. A notice to the Company from a consumer for the discontinuance of a supply of water shall not be of any effect unless it be in writing, and is left at the principal office for the time being of the Company.

Liability to rates not to disqualify justices.

65. No justice or judge of any county court shall be disqualified from acting in the execution of this Act by reason of his being liable to any rate or sum under this Act.

Contents of summons, &c.

66. Any summons or warrant issued for any of the purposes of this Act may contain in the body thereof, or in a schedule thereto, several names and several sums.

Costs of distress.

67. Any justice who issues any such warrant of distress may order that the costs of the proceedings for the recovery of the rate or sum shall be paid by the person liable to pay the rate or sum, and the costs shall be ascertained by the justice, and shall be included in the warrant of distress for the recovery of the rate or sum.

Penalties not cumulative.

68. Penalties imposed by several Acts for one and the same offence shall not be cumulative, and for this purpose this Act and each of the several Acts incorporated therewith shall be deemed a separate Act.

Saving the powers of the Lancaster sanitary authority.

69. Nothing in this Act contained shall extend or be construed to take away, lessen, or prejudice, or alter, vary, or affect any of the powers vested in or exerciseable by the mayor, aldermen, and burgesses of the borough of Lancaster as a sanitary authority under or by virtue of "The Lancaster Water and Improvement Act, 1876," but all such powers may be exercised by them in as ample a manner as if this Act had not been passed.

Expenses of Act.

70. All costs, charges, and expenses of and incidental to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

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